

RECEIVED AND FILED December, 2006

2006 DEC 13 P 12: 26

U.S. BANKRUPTCY COURT  
PATRICIA GRAY, CLERK

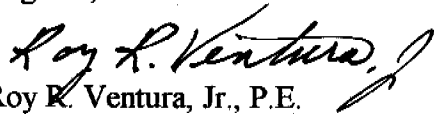
Clerk of Court  
Foley Federal Building  
Courtroom 1  
300 Las Vegas, Boulevard, South  
Las Vegas, Nevada 89101

Reference: Case No. BK-S-06-10725 LBR  
Jointly Administered for:  
Case No. BK-S-06-10725 LBR  
Case No. BK-S-06-10726 LBR  
Case No. BK-S-06-10727 LBR  
Case No. BK-S-06-10728 LBR  
Case No. BK-S-06-10729 LBR

To Clerk of Court and Presiding Judge:

Attached please find a copy of our objection to the unwarranted assessment of service fees to our accounts currently involved in the subject Reorganization / Bankruptcy evaluation. Please record our adamant objection to the attached notice process. It is our hope that the court will hold those responsible financially who were bold enough to use their financial holdings as an enticement (guarantee) to attract investments.

Regards,

  
Roy R. Ventura, Jr., P.E.

w/att.

9 December, 2006

USA Commercial Mortgage Company  
FKA USA CAPITAL  
C/O BMC  
PO BOX 911  
El Segundo, California 90245 - 0911

Subject: Purported Servicing Agreement  
Plan of Reorganization and  
Alternative Dispute Resolution Agreement

Dear Sir / Ma'am:

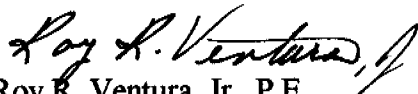
This is to acknowledge receipt of your outrageous proposal for extracting service fees from our account/s.

Please accept this notice from us that we do not agree with your suggested monthly assessment of fees from any of our accounts. To this date we have never signed any document with the floundering USA Capital or USA Commercial Mortgage which identified any obligation on our part for a fee to be extracted from our interest income or from our principal. As such, we do not agree with this extortion or any other method of collecting funds from us to sustain a company which has openly abused investor client privileges.

Further it is extremely annoying that officers of this organization, former and present, who have used their names as an enticement for guarantee are not being held responsible by the court for their illegal and misrepresenting behavior.

Please consider this issue contested and do not proceed with any unauthorized assessments until this issue is formally resolved, hopefully by a responsible court of law.

Regards,

  
Roy R. Ventura, Jr., P.E.

# USA COMMERCIAL MORTGAGE

As Loan Servicing Agent for the Loans Listed Below

11322372003450



For: ROY R VENTURA JR & NANCY B VENTURA  
AMERICAN EMBASSY- JAKARTA  
UNIT 8135 - USAID  
FPO, AP 96520  
ARMED FORCES PACIFIC

**Legal Vesting Name:**

Roy R. Ventura, Jr. & Nancy B. Ventura, husband & wife, as joint tenants with right of survivorship

The records of USACM show the following Loan Servicing Agreements for you and the corresponding Service Fee percentage(s) and monthly servicing fees on such loan(s). Pursuant to the terms of the Plan of Reorganization, this is the amount of the monthly service fee(s) to be charged against your account from April 2006 forward.

To the extent you disagree with the Service Fee percentage(s) and/or monthly servicing fees set forth below, or to the extent you believe they are inconsistent with your Loan Service Agreement, you must object pursuant to the terms of the Plan and Alternative Dispute Resolution Agreement.

Loan	Percentage	Monthly Service Fee
Eagle Meadows Development	3.00%	\$125.00
Hesperia II	3.00%	\$100.00
HFA- Clear Lake	3.00%	\$75.00
Lerin Hills	3.00%	\$87.50
Riviera - Homes for America Holdings, L.L.C.	3.00%	\$0.00